

1. Name of Registrant

OMNICOM GROUP INC

2. Registration No.

1066

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☐ To correct a deficiency in

☐ Initial Statement

☐ Supplemental Statement for

☒ To give a 10-day notice of a change in information as required by Section 2(b) of the Act.

☐ Other purpose (specify)

☐ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list-

Exhibit A and Exhibit B

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

OMNICOM GROUP INC. THROUGH ITS SUBSIDIARY DDB NEEDHAM WILL BE PREPARING
A MEDIA PLAN WHERE 1 4-PAGE COLOR AD & 5 BLACK & WHITE NEWSPAPER ADS
WILL BE PRODUCED TO ADVERTISE KING FAHD OF SAUDI ARABIA'S VISIT TO THE U.S.

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The undersigned swear(s) or affirm(s) that he has *(they have)* read the information set forth in this amendment and that he is *(they are)* familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his *(their)* knowledge and belief.

Royal E. McAvoy

(Both copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent. If the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

Subscribed and sworn to before me at NEW YORK, NEW YORK

this 16th day of JUNE, 19 89

Gerald Germain
(Notary or other officer)

My commission expires MARCH 30, 1991

GERALD GERMAIN
NOTARY PUBLIC, State of New York
No. 30-1412005
Resides in Nassau County
Commission Expires March 30, 1991

DDB NEEDHAM WORLDWIDE

Advertising

May 25, 1989

Saudi Arabia Development Committee
601 New Hampshire Ave., N.W.
Washington, D.C. 20037

Gentlemen:

We hereby agree to serve as your advertising agency in accordance with the following terms:

1. AGENCY SERVICES

We will perform the following services for you:

(a) Study your problems, analyze your present and potential markets.

(b) Employ in your behalf our knowledge of the available media, undertake media planning and means which can profitably be used.

(c) In the execution of these plans, when approved by you, we will do the following:

(i) Write, design, illustrate or otherwise prepare your advertisements, for newspapers, magazines, radio, television.

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WORLDWIDE
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NEW YORK
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trade papers or other appropriate media.

(ii) Order the space, radio or television time, or other means to be used for your advertising, endeavoring to secure the most advantageous rates available.

(iii) Check and verify insertions, displays, broadcasts or other means used, to such degree as is usually performed by agencies.

(iv) Audit and pay invoices for space, radio or television time, preparation and services.

(v) Coordinate with your sales force to make your advertising more effective.

(c) We shall act as your agent with regard to the purchase of materials and services in your behalf.

2. GENERAL PROVISIONS

(a) We agree to secure your approval of all expenditures in connection with your advertising.

(b) We will take every reasonable precaution to safeguard any and all of your property entrusted to our custody or control, but in the absence of gross negligence on our part or willful disregard by us of your property rights, we are not to be held responsible for any loss, damage, destruction or unauthorized use by others of such property, and in no event shall we be responsible after one year from the date we are so entrusted with such custody and control of such property.

(c) You reserve the right, in your own best interests, to modify, reject, cancel or stop any and all plans, schedules or work in process; and in such event we shall immediately take proper steps to carry out your instructions but you agree to assume our liability for all authorized commitments, to reimburse us for all expenses incurred, and to pay us any related service charges in accordance with the provisions of this agreement.

(d) Nothing in this agreement shall be construed as committing us to violate any lawful contractual commitments to media.

(e) We will endeavor to the best of our knowledge and ability to guard against any loss to you through failure of media or suppliers properly to execute their commitments but we shall not be held responsible for any failure on their part.

~~(f) You will indemnify us against any loss we may sustain as the result of any claim, suit or proceeding made or brought against us based upon assertions made for your products or services or for any products or services of your competitors in any advertising which we may prepare for you and which you approve before its publication or broadcasting, as well as for claims or suits arising out of the nature or use of your products or services.~~

NA

(g) We expressly reserve the right to refuse to undertake any publication of any advertisement or article which, in our judgment, would be misleading, indecent, libelous, unlawful, or otherwise prejudicial to your interest or to ours.

3. CHARGES FOR ADVERTISING SPACE, RADIO AND TELEVISION TIME

You agree to pay us at prevailing published rates for advertising run in all media. In those exceptional cases where an advertising medium allows no agency commission or less than 15% agency commission, you agree to pay us at their published rates plus an amount which, together with the commission, if any, allowed by said medium, will yield us 15% of our total charge to you before cash discount.

4. RATE ADJUSTMENTS

(a) If, in a medium having a schedule of graduated rates, less space or time than contracted for is used, you are to pay us the difference, if any, between the rate billed and the rate actually earned, in accordance with such short rate payments we may be obligated to make. If more space or time than contracted for is used, we shall refund to you any excess you may have paid us in accordance with such refunds made to us by media.

(b) We shall refund or credit to you any other funds received by us in connection with advertising space, time or material, for which you have paid us.

5. CASH DISCOUNT ON INVOICES FOR ADVERTISING SPACE AND TIME

The exact amount of cash discount allowed to us by media for prompt payment will be allowed to you provided payment is made to us in accordance with the cash discount terms stated on our invoices, and provided that there is no overdue indebtedness at the time of payment.

6. CHARGES FOR MATERIALS AND SERVICES PURCHASED

(a) You agree to pay us the net cost, before deduction of cash discount, plus 17.65% of such net cost for the materials and services (other than space and time) purchased for you on your authorization:

Artwork, layouts, engravings, electros, typography, mats, transcriptions, film, video tape and other mechanical parts, storyboards, jingles, radio and television talent, programs, sports rights and facilities on which the agency does not receive commission from the broadcaster or producer, package design, testimonials, surveys contracted for with independent research organizations, etc. (If 15% agency commission on the gross amount is allowed by broadcasters on network or station shows or on talent or other production costs, such commission will be retained by us but no further agency commission will be added.)

(b) You agree to pay us the net cost before deduction of cash discount for the following materials and services purchased for you on your authorization:

(i) Postage, express, packaging, import duties, long distance telephoning and telegraphing (but not between your offices and ours), sales conventions, copyrighting of advertising matter, taxes incurred on your behalf, etc.

(ii) Traveling in accordance with "DDB Billing Policy Relating to Travel" (attached hereto and made a part hereof).

7. CASH DISCOUNT ON MATERIALS AND SERVICES PURCHASED

No cash discount is allowed on our bills for materials and services purchased for you since such bills usually represent funds already disbursed by us, such charges being accumulated and billed to you on completion of each job. However, cash discounts will be allowed if you make prepayment based on signed estimates or if you deposit working capital with us. The amount of such discounts allowed you will be those which we earn and after you have made such prepayment or made such deposit.

8. CHARGES FOR SPECIAL SERVICES PERFORMED BY US

(a) Creative. For the services listed below, performed by us on your authorization (as distinguished from services brought outside our organization), you agree to pay us at the prevailing rates listed on the attached pages "Current Charges" which is subject to change by us upon ninety days' notice:

Direct Mail	Storyboards
Publicity	Finished Art
Package Design	Jingles
Layouts	Preparation of Sales and Service Materials
Rescale Layouts and Mechanical Makeup	

(b) Research and Marketing. For research and marketing services performed by us on your authorization, you agree to pay us under the policy and at the rates listed on the attached Research and Marketing Services Billing Policy (effective January 16, 1976) which is subject to change by us on ninety days' notice.

9. ADVERTISING OUTSIDE THE UNITED STATES OR BY OTHERS

If advertising created by us is used outside the United States and and such advertising is not placed by one of our foreign offices or affiliates, or if advertising created by us is used by any of your dealers, distributors or any third party, anywhere, with your approval or consent and such advertising is not placed by one of our offices or affiliates, you will pay us the greater of the following two sums: one-half the commission earned on such placement by such third party, or 7½% of the media costs for such advertising.

10. TERMS OF PAYMENT

(a) The fundamental principle on which the client-agency financial relationship is based is that the advertising agency shall finance its own service, but not the advertising of its clients. Therefore, it is essential that we collect from you in time to pay media.

(b) Pursuant to the customs and standards of our industry, you agree to pay our invoices on payment dates stated thereon or within ten days of billing date, whichever is earlier.

(c) We reserve the right in case of delinquency in your payments to us, or such impairment of your credit as in our opinion might endanger future payments to us, to change the requirements as to terms of payments under this agreement.

11. TERMINATION OF AGREEMENT

(a) This agreement will become effective on May ³¹ 198⁸ and shall continue in full force and effect to September 1, 198⁸ and there-

after until terminated by ninety days prior written notice given by either party to the other, sent by registered mail to the principal place of business of the party to whom such notice is addressed.

(b) The rights, duties and responsibilities of the agency and advertiser shall continue in full force and effect during this period of notice, including the placing of advertisements in any print media whose closing dates fall within the ninety-day notice period, and in any broadcast media whose date of broadcast falls within the ninety-day notice period.

(c) Any uncancellable contract made on your authorization, and still existing at the expiration of the agreed-upon interval following notice, shall be carried to completion by us and paid for by you unless mutually agreed in writing to the contrary, in accordance with the provisions herein.

(d) Any materials, services, etc., we have committed ourselves to purchase for your account, with your approval (or any uncompleted work previously approved by you either specifically or as part of a plan), shall be paid for by you.

(e) Upon the termination of this agreement, we shall transfer, assign and make available to you, or your representative, all property and materials in our possession or control belonging to and paid for by you, and all information regarding your advertising. We also agree to give all reasonable cooperation toward transferring, with approval of third parties in interest, all reservations, contracts and arrangements with advertising media, or others, for advertising space, broadcasting

time, or materials yet to be used and all rights and claims thereto and therein upon being duly released from the obligation by you and such third parties.

(f) However, at termination, unused or unpublished advertising created by us shall remain our property, regardless of whether or not the physical embodiment of the creative work is in your possession in the form of copy, art work, plates, film, video tape, etc.

12. EXAMINATION OF RECORDS

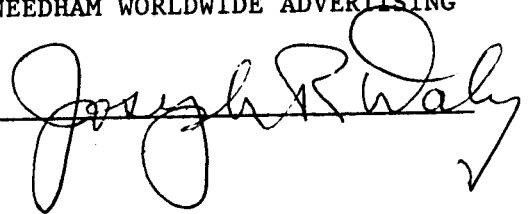
You may at any time during the life of the contract, and upon reasonable notice, examine the invoices that we have paid on your behalf for the production and publishing of advertising placed on your behalf.

13. APPLICABLE LAW

The terms of this agreement shall be subject to the laws of the State of New York, as applied to agreements made and to be performed entirely therein.

DDB NEEDHAM WORLDWIDE ADVERTISING

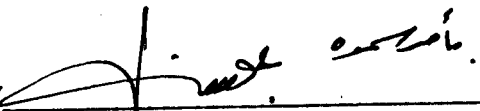
BY



AGREED:

SAUDI ARABIA DEVELOPMENT COMMITTEE

BY



DATE: JUNE 7, 1989